



Limited Warranty

FIRE INTERRUPTION TECHNOLOGY®

Ara Safety Inc. ("Supplier") warrants to the end purchaser only, having completed and submitted to Ara Safety the enclosed Warranty Registration Card, that these Products shall be free of defects in materials and workmanship for a period of Five (5) Years from the date of shipment. Any Product proven to be defective shall be replaced by the Supplier in accordance with the RMA procedure set out below. Alternatively, at its sole discretion, the Supplier has the right to refund the original purchase price instead of replacing the Product.

Limitations of Coverage:

This warranty assumes use, storage and maintenance in accordance with the Product's documentation. This warranty does not cover damage or loss of performance due to improper installation, faulty or inappropriate preparation, abuse, vandalism, excessive wear and tear or abrasion, excessive physical shock, exposure to harmful chemicals, exposure to extremes of temperature, improper maintenance, usage by untrained personnel or any use outside those defined in the Product's documentation.

Returns:

Products believed to be defective must be returned, prepaid freight, along with proper return material authorization (RMA) documents available from the Supplier stating the apparent defect, along with pertinent details. Returns lacking these documents may not be processed. For forms, additional RMA instructions and/or the shipping address for returns, call Ara Safety at 1-888-955-8883.

DISCLAIMER. Except for the warranty provided herein, the products are provided "As Is" without any warranty of any kind, and, to the maximum extent allowed by applicable law, Ara Safety disclaims any and all other warranties of any kind, whether express, implied or statutory, including to the implied warranties of merchantability, title, non-infringement, fitness of a particular purpose, quiet enjoyment or any implied warranties arising from usage of trade, course of dealing or course of performance. Without limiting the generality of the foregoing, Ara Safety specifically does not represent or warrant that the Products will meet users requirements or that they will be effective or operate without error. To the extent that Ara Safety may not disclaim any warranty as a matter of applicable law, the scope and duration of such warranty will be the minimum permitted under such law.

LIMITATION OF LIABILITY

Caution:

Fire Interruption Technology is not appropriate for all fires and all fire conditions. In some cases and conditions, a single Ara Safety Pro may fail to perform or to effectively suppress fire. It is strongly advised that users have no less than two Ara Pro units available for every fire response. Under no circumstances should Fire Interruption Technology be relied on to fully extinguish fire. Ara Safety Pro is not a fire extinguisher and traditional fire tactics are always required to extinguish fire after deployment, regardless of the efficacy of the deployment. Under no circumstances should any operator expose themselves to elevated risks to personal safety in order to deploy the device.

Disclaimer of Liability

Neither the Supplier nor its directors, officers, employees, or agents shall be held liable for any improper or incorrect use of the Products and assume no responsibility for anyone's use of the Products. In no event shall the Supplier be liable for any direct, indirect, incidental, special, exemplary, consequential or punitive damages (including, but not limited to, personal injury or death; procurement of substitute goods or services; loss of use, data, goodwill, profits or savings; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of the Products, even if advised of the possibility of such consequential damage. This disclaimer of liability applies to any damages or injury, including but not limited to those caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation whether for breach of contract, tortious behavior, negligence or under any other cause of action.

Limitation of Liability:

If, despite the other limitations set out above, for any reason the Supplier becomes liable to the Purchaser or any other party for damages or other liabilities incurred in connection with the Products then the Supplier's aggregate liability for all damages, injury, and liability incurred by the Supplier in connection with the particular Products shall be limited to the current replacement cost of the particular Product that gives rise to the claim for damages.